

Siller Helicopters, Inc.
Helicopter Services Contract # 6255

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Customer"), and Siller Helicopters, Inc., a California Corporation duly qualified to conduct business in the State of California, whose principal place of business is 1250 Smith Road, Yuba City, California 95991 (hereinafter referred to as "Siller") enter into this Helicopter Services Contract ("hereinafter referred to as "Contract") effective upon execution by both parties.

Siller and Customer agree:

1. **SERVICES:** Siller shall provide and operate for the Customer the helicopter described in Appendix "A" to perform, at the reasonable direction of the Customer, the services specified in Appendix "A", annexed hereto and incorporated herein by reference. Siller shall obtain the necessary Federal Aviation Administration (FAA) approval for the services.

It is understood that Siller is an independent contractor furnishing only the services, equipment, personnel and materials described herein, and is not a co-venturer with Customer. This is a service contract, not a subcontract, and Siller shall not be responsible for, or deemed to be aware of, any of the provisions, obligations, conditions, or specifications of any contract between Customer and "Owner" or any other third party, except to the extent that such provisions, obligations, conditions or specifications are specifically set forth as part of Appendix "A" hereto.

2. **MATERIALS & EQUIPMENT:** In addition to the helicopter services, Siller shall furnish the materials and equipment, at the prices described in Appendix "A," if applicable.

3. **PERSONNEL:** Siller shall provide qualified pilots and ground support crew and equipment as required for the helicopter operations. If additional personnel are provided, they are described in Appendix "A".

4. **CUSTOMER RESPONSIBILITIES:** Customer shall comply with all applicable requirements of the "CUSTOMER CHECKLIST" provided in Appendix "B", annexed hereto and incorporated herein by reference, and acknowledges receipt thereof. Customer will be responsible for the rigging points of each lift and that these points will not allow the load to upset itself during the lifting operation.

5. **PLACE:** The services under this Contract shall be performed at the place or places designated in Appendix "A" hereto. Such place is called "Job Site" herein.

6. TERM: The services under this Contract shall begin on or after the "Starting Date" set forth in Appendix "A", and end on the following date, whichever first occurs:

- a) The date of completion of the services covered by this Contract.
- b) The date of irreparable damage to or loss or destruction of the designated helicopter.
- c) The effective date of any governmental or judicial order, regulation or directive prohibiting, or substantially interfering with, the operation of the helicopter.
- d) The "Finish Date" set forth in Appendix "A".

Siller shall not be responsible for, and shall be excused for, any delay in performance or completion of the services hereunder caused by acts of God, acts of (or lack of action) by Customer or Customer's agents, unforeseen conditions, rain, stormy or inclement weather, (including, without limitation, high winds), labor trouble, acts of public utilities or public bodies, or other contingencies beyond the reasonable control of Siller as determined by Siller in its sole and absolute discretion. In the event of such delays, Siller shall be compensated as set forth in Paragraphs 7 and 8 below and Appendix "A" hereto, and Siller may, in its sole and absolute discretion, terminate this Contract without any liability to Customer.

7. PRICE: For Siller's services, materials, equipment and personnel under this Contract, Customer agrees to pay Siller the rates for services rendered as well as other related charges as set forth in Appendix "A".

8. INCOMPLETE PERFORMANCE: If Siller does not complete performance of this Contract due to any cause not within its control, or if the Customer shall cancel or reduce the scope of work under this Contract, Customer shall pay:

- a) The Mobilization Fee specified in Appendix "A" if the helicopter arrives at the Job Site ready for work and thereafter does not commence performance of services; or
- b) The Mobilization Fee and the pro-rata proportion of the Minimum Contract Price which the completed work bears to the total work to be performed, or the Minimum Contract Price, whichever is greater, if the performance of service has been commenced; or
- c) Cancellation fee in the amount of ten (10) percent of the Minimum Contract Price if Customer shall cancel within two (2) days before the starting date but prior to the arrival of the helicopter at the Job Site. This cancellation fee is not applicable if weather delays.

9. MANAGEMENT OF HELICOPTER: The working schedule for Siller's crew shall be established by Siller, and the crew shall remain under the exclusive management and supervision of Siller during the performance of the operation under this Contract.

Safety: Siller, or any of its pilots operating the helicopter, shall have the right, in their sole discretion, to refuse, suspend or terminate operations in the interest of reasonable safety, whether the hazard be weather or other natural conditions, mechanical problems, the risks created by Customers employees or anyone else working at the Job Site, or any other situation that involves or may involve an unreasonable risk of injury to any person or damage to any property.

10. EMPLOYMENT: Siller agrees to provide and maintain worker's compensation coverage for its employees and to comply with all applicable laws and regulations respecting the employment and payment of labor, including, where applicable:

- a) Federal Wage and Hour Act; and
- b) Civil Rights Act of 1964 and Executive Order 11246 (Equal Employment Opportunity)
- c) Immigration Reform and Control Act of 1986

11. INSURANCE AND INDEMNITY:

- a) Siller maintains and shall maintain during the services to be performed hereunder, Comprehensive Aircraft Liability Insurance.
- b) Certificates verifying this coverage are available to Customer, upon request.
- c) Siller and Customer mutually agree that:
 - 1) Each shall assume sole legal responsibility and legal liability for those operations, physical areas, and aspects of performance under this Contract which are within the primary control of each respective party. Customer warrants that its subcontractors and co-venturers (other than Siller) are within its primary control.
 - 2) Each shall defend and indemnify the other party, its directors, officers, employees and agents, and shall save and hold the other party harmless from and against any and all claims, suits, judgments, settlements, liability, fees, costs and expenses including, but not limited to, personal injury and death actions arising from such operations, physical areas and aspects of performance under this Contract which are within the primary control of the indemnifying party, except to the extent caused by the negligence or willful misconduct of the other party.

3) Customer warrants that property on the ground at and immediately adjacent to the pick-up site and the erection and delivery site is within Customer's primary control, and Customer will be responsible for, will release Siller from any liability for, and will indemnify Siller for any loss of or damage to, such property caused by downwash from the helicopter rotors.

4) Except for any liabilities associated with or arising from Siller's indemnity obligations covered under Section 11 (c)(2) above, Siller's liability hereunder or arising out of or related to the services provided or to be provided under the Contract, including, without limitation, for loss of or damage to property being lifted or transported ("cargo") is limited to the actual replacement cost of the cargo, and Customer releases and waives any claims against Siller, and will indemnify Siller, for any claim of loss of use, lost profits, indirect losses or damage of any kind, delay, liquidated damages or other consequential loss of any nature arising out of Siller's performance under this Contract or any damages to such property, by whomsoever such claim is asserted.

5) Customer will indemnify Siller for any loss of or damage to the property being lifted or transported, or to the foundations or structures upon which it is to be placed, caused by the inadequacy of Customer's rigging or preparation.

6) Unless otherwise specifically provided by this Contract, each party shall waive all rights of subrogation against the other party under any of its insurance policies and each party guarantees to obtain such waivers from its insurers.

7) Customer warrants that it will comply with and indemnify and defend Siller from claims of violation of all regulatory and statutory authorities applicable to Customer, its property and cargo. Such regulatory and statutory authorities include, but are not limited to, environmental, hazardous waste and toxic material regulations and laws governing maintenance, monitoring, transfer and remediation of such activities and substances.

8) Customer warrants that the cargo described in Appendix "A" does not include hazardous or toxic materials or substances and that the transfer or transport of cargo, to the best of Customer's knowledge and information, will not be in violation of any regulatory or statutory authority.

12. ENTIRE AGREEMENT: Amendments: This Contract together with Appendix A is the entire agreement between the parties and, when executed by Customer, supersedes any and all verbal agreements and terms of purchase orders and

acceptance documents covering the same work. This Contract may not be altered or amended except by a writing signed by both parties. Signatures of Siller on purchase orders or acceptance documents executed in conjunction with the Contract, regardless of when dated, shall not be deemed an alteration or amendment of the terms of this Contract.

13. **NOTICES:** All notices and payments to a party hereunder shall be sent to the addresses designated in Appendix "A" or such other address as may be later designated. All notices shall be in writing and shall be effective when received.

14. **APPLICABLE LAW AND VENUE:** This Contract is entered into in, and shall be governed, applied and interpreted according to the laws of, the State of California, exclusive of its law of conflict of laws. The venue for any action or proceeding arising out of, or related to, this Contract shall be in Sutter County, California or the United States District Court, Eastern District of California, Sacramento, California and the parties consent to such jurisdiction.

15. **COSTS, EXPENSES AND ATTORNEY FEES:** In any suit or action brought by either party hereto to enforce the provisions of this Contract, the prevailing party in such suit or action shall, in addition to the costs and expenses provided by law, be entitled to recover its reasonable attorney's fees and expert fees from the other party.

16. **SEVERABILITY:** If any term or provision of this Contract shall be held invalid, the remaining terms hereof shall have full force and effect to the extent they remain reasonably practicable.

17. **NO ASSIGNMENT:** Neither party shall assign their respective interests under this Contract to any other party without the prior written consent of the non-assigning party, which non-assigning party may grant or withhold in its sole discretion.

18. **WARRANTY OF AUTHORITY:** Each signatory to this Contract represents that he or she possesses all necessary capacity and authority to act for, sign, and bind the entity on whose behalf he or she is signing.

19. **COUNTERPARTS:** This Contract may be executed in counterparts, via facsimile or PDF, each of which shall be deemed an original for all purposes, but together all of which shall constitute one and the same instrument.

20. **Business License:** Customer's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Siller warrants and represents that it shall comply with all of the

requirements of Customer's Business License Ordinance, where applicable, prior to beginning work under this Contract and at all times during the term of this Contract.

21. Licenses: Siller hereby represents and warrants that Siller and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Siller and its subconsultants to practice its profession or provide the services or work contemplated under this Contract in the State of California. Siller and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Contract.

22. Contract Administrator: The County Officer or employee with responsibility for administering this Contract is Tiffany Schmid, Assistant Chief Administrative Officer, or successor.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates set forth below.

SILLER HELICOPTERS, INC.

CUSTOMER

 (Feb 7, 2022 13:37 PST)

Tom Siller
President

Board of Supervisors
County of El Dorado

Date: 02/07/2022

Date: _____

Andrew Jansen
Andrew Jansen (Feb 7, 2022 17:19 PST)

Andrew Jansen
Vice President

Date: 02/07/2022

APPENDIX "A" TO THE HELICOPTER SERVICES CONTRACT

Between Siller Helicopters, Inc. and County of El Dorado, California.

This Appendix "A" to the cited Contract forms an integral part thereof and is incorporated fully therein by reference. The Items set forth below shall have the meaning and relevance attributed to them within the text of the Contract. References to paragraphs are for convenience, and are not intended, by the inclusion or omission of such reference to alter the full text of the Contract to which this Appendix "A" is annexed.

Paragraph 1: **Services:** Helicopter external lift services

Job Title: Rubicon Trail

Cargo: Rock

Number of Lifts: To Be Determined (TBD)

Maximum Weight: Fifteen Thousand (15,000) pounds

Make and Model of Helicopter: Sikorsky S64E or CH-54A as determined by Siller Helicopters.

Paragraph 2: **Materials & Equipment:** Helicopter, fuel, support vehicles, long line, (2) rock buckets, electric lower hook and steel sling rigging supplied by Siller.

Paragraph 3: **Personnel:** Pilots, Mechanics and radio personnel as required.

Paragraph 4: **Customer's Responsibilities:** Customer will obtain and pay for any other state, county, and city permits that may be required. Should police, fire or security personnel be required on the site for any reason including traffic control, Customer will arrange and pay these costs.

Customer agrees to secure a suitable staging area that is level and has a clear flight path. If the staging area or set site is sandy or dusty, Customer agrees to supply a water truck or other form or dust abatement. Federal Aviation Administration (FAA) regulations require that all people, cars, and buildings within 150 feet of the pick site, set site, and along the flight path of the helicopter be evacuated during operations.

Paragraph 5: **Place:** Various points along the Rubicon Trail, El Dorado County

Paragraph 6: **Starting Date:** TBD by mutual consent but no earlier than April 1, 2022.

Finish Date: TBD by mutual consent but no later than October 31, 2022.

Paragraph 7: **Price:**

Mobilization: \$9,635

Demobilization: \$9,635

Hourly Rate: \$12,950

Daily minimum: \$25,900 (includes two (2) flight hours per day)

Total flight/daily minimum hours allotted for project: 29.4

Total Not-to-Exceed Contract Amount: \$400,000.00

Siller Helicopters MD 500 will be included for Siller radio/crew shuttle, estimated at five (5) hours total flight time, including roundtrip Mobilization/Demobilization, at no cost to the Customer.

Any delays in performance beyond the Finish Date, including, without limitation, weather delays, (including without limitation high winds), are subject to the daily minimum in addition to the amounts set forth above in Paragraph 7 of the Contract.

Payment Terms: Net 30

Paragraph 8: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to Customer shall be in duplicate and addressed as follows:

To Customer:

With a copy to:

County of El Dorado
Parks and Trails Division
200 Armory Drive
Placerville, California 95667

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Vickie Sanders
Parks Manager

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as Customer directs.

Notices to Siller shall be addressed as follows:

Siller Helicopters Inc.
1250 Smith Road
Yuba City, California 95991

Attn.: Marc Boyle, Director of Sales and Marketing Siller Helicopters, Inc.

or to such other location as Siller directs.

The foregoing is adopted and agreed by the parties as part of the aforesaid Contract between them, simultaneously with the execution thereof. This agreement shall become binding upon the receipt by each party of a copy hereof showing the signature of the other party.

Siller Helicopters, Inc.

Customer



Tom Siller
President

Board of Supervisors
El Dorado County

Date: 02/07/2022

Date: _____



Andrew Jansen
Vice President

Date: 02/07/2022

APPENDIX "B" TO THE HELICOPTER SERVICES CONTRACT

Between Siller Helicopters, Inc. and County of El Dorado, California.

Siller Helicopters, Inc. Customer Checklist

Siller Helicopters wants to do a good job for you. We will appreciate your cooperation in advance of our arrival by complying with this checklist.

PREPARATIONS FOR THE LIFT JOB

- A. Safety: Customer must review OSHA regulation for helicopter operations and brief all persons involved with the external load operation. All personnel should use hardhats with chinstraps, eye protection, hearing protection, and gloves. Siller will conduct a safety briefing on FAA guidelines for helicopter operations before the operation begins.
- B. Permits: Siller will obtain the necessary aviation related permits. Customer will obtain the necessary non-aviation related permits.
- C. Site Preparations: The wind or rotor wash generated by the helicopter rotors can be strong, the following safety precautions MUST be taken BEFORE the job can begin:
 - 1. All loose materials of any type (the lighter the material the more hazardous it is) MUST be REMOVED OR ADEQUATELY WEIGHED DOWN, both at the PICK-UP SITE AND THE SETTING SITE. For example: items that roll or slide easily, loose plastic sheeting or tarps, loose hoods or vents, or board, shingles, windows and other roofing materials must be covered, weighted down, or secured.
 - 2. Notify any other "trades" working in close proximity to the operational area to protect any of their loose materials in a similar manner.
 - 3. Remember when selecting a pick-up site, we need an area approximately 200 feet by 200 feet. The site should be at least 300 feet away from the nearest building. When unloading units off the trucks, orient the units as they set on the roof.
 - 4. Try to locate the pick-up site so the helicopter has a clear approach to the roof without having to over fly workers or equipment with the load.
 - 5. Federal regulations prohibit workers not connected with the job from working the floor(s) directly beneath the flight path of the helicopter and areas where units or lifts are to be set.
 - 6. If the pick site is sandy or dusty, the customer must thoroughly wet down the area before and during the lift operation.
 - 7. Customer must notify the local law enforcement agency of the helicopter operation and provide Siller with the official's name and phone number.
 - 8. Customer is responsible for controlling all ground vehicles, workmen and pedestrian traffic at the job site, and for providing safe working space and conditions for Siller's ground and flight operations.
- D. GETTING THE UNITS READY:
 - 1. All crating and packaging materials must be removed from the units and the pick-up site prior to our arrival.
 - 2. Be sure units are well clear of overhead obstructions such as power or phone lines, pipes, roof overhangs, or extension arms on transmission or other towers. (Helicopter length from main rotor tip to tail rotor is 88 feet; main rotor is 72 feet in diameter.)

3. When units must be precision set: Number the unit (on the top and side) and number the curb or frame on the roof with the same number. Place the number on each (unit and curb) so that when the numbers are lined up, the unit is facing the proper direction for final connection.
4. Complete a lift schedule as completely as possible and give a copy to the helicopter crew upon arrival.
5. When units must be precision set, the use of "guides" will greatly facilitate the placement of the units. Please contact your Siller Helicopters Representative for details.

E. ARRIVAL OF HELICOPTER:

1. A Siller Representative will call to advise the Customer of the estimated time of arrival for the helicopter.
2. Our crew will inspect the pick-up site and setting site for loose materials. Safety dictates that **WE CANNOT WORK UNTIL THESE SITES ARE CLEARED OR SECURED!**
3. Our crew will hold a safety briefing with those persons responsible for attaching, detaching, and directing the loads into place.
4. In order for you to obtain maximum benefit from our helicopter, Siller will conduct one (or more) briefings relating to the manner in which the helicopter work will be performed. Work will begin only when mutual agreement pertaining to the work is reached. Failure on the part of Customer to cooperate with Siller as provided for by this checklist shall give Siller the right to (a) stop performance of the work until a safe solution is accepted by Siller, or (b) leave the job, with Customer liable to Siller for the mobilization fee as specifically provided for in the Helicopter Services Contract. In either (a) or (b) Siller shall have no liability for consequential damages resulting therefrom.
5. A normal flight crew consists of two pilots and two signal men, one at the pick site and one at the set site. Even though they are equipped with headsets and 2-way radios, more effective coordination will take place if both your pick site supervisor and set site supervisor each have a copy of the lift schedule.
6. Please provide the following number of personnel at the locations:
 - (a) Four (4) at the hook-up site
 - (b) Four (4) at the set site if the units weigh 10,000# or less
 - (c) Six (6) at the set site if units weigh 10,000# to 21,000#

A lift schedule must be completed and given to the pilot before the operation can begin.

HELPFUL HINTS

- A. When practical, schedule the lighter lifts first to prepare the ground crew for the heavier lifts.
- B. Develop a lift sequence so that your roof crew will move the shortest distance from the last unit set to the next unit to be set. See diagram below.
- C. As the units arrive at the job, number the units on the side and place an arrow on the top and number the curb (or frame, etc.) with the same number. Unload the units so they are positioned as though they were in place on the roof. Then when units are lifted and the arrows are lined up, the unit is facing the proper direction for final connection, placement, etc.